CITY OF RICHMOND
DEPARTMENT OF PROCUREMENT SERVICES
RICHMOND, VIRGINIA
(804) 646-5716
March 12, 2021

Request for Proposals No. 210009714
for
Body Worn Camera

Due Date: **April 13, 2021 – 3:00 P.M.**
Receipt Location: City Hall, 900 East Broad Street, 11th Floor, Room 1104
Questions Due Date: **March 22, 2021 – 3:00 P.M.**

NOTE: Offerors choosing to submit proposals through **hand-delivery** should allow extra time for delivery of proposals. Because City of Richmond government offices are currently closed to non-essential personnel due to COVID-19, hand-delivered bids will be accepted only during the hours of 9:00 am to 4:00 pm Monday through Friday at the 9th Street entrance to City Hall at 900 East Broad Street, Richmond, Virginia 23219. Offerors choosing to hand-deliver proposal must call **Corliss Spurlock** at **(804) 646-5804 or (804-489-7232)** when arriving at City Hall, and **Corliss Spurlock** will meet the offeror at the 9th Street entrance of City Hall to collect the submittal. Proposal will not be accepted after the Due Date and Time listed above.

Request for Proposals Prepared by:
Name: Corliss P. Spurlock
Title: Senior Procurement Analyst
Telephone: (804) 646-5804
Fax: (804) 646-5989
Email: Corliss.Spurlock@richmondgove.com
City of Richmond, Department of Procurement Services
900 East Broad Street, Room 1104, Richmond, VA 23219
http://www.richmondgov.com/Procurement/BidsProposals.aspx

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SIGNATURE SHEET

This signature sheet must be included as part of the offeror's proposal, or the City will not consider the proposal. The offeror's signature below certifies that this proposal as submitted complies with, and the offeror agrees to be legally bound by, all terms and conditions set forth in Request for Proposals No. **210009714** for **Body Worn Camera**. The undersigned hereby represents and warrants that the undersigned is duly authorized to sign and submit this proposal on behalf of the offeror.

Complete Legal Name of Offeror Firm: _____

"Order from" Address: _____

_____

"Remit to" Address: _____

_____

Federal EIN / SSN: _____

Authorized Signature: _____

Printed Name of Signatory: _____

Title of Signatory: _____

Telephone Number with Area Code: _____

Fax Number with Area Code: _____

E-Mail Address: _____

Date: _____

STATEMENT OF NO OFFER

Offerors not submitting an offer for the commodity or service requested must fax this form to the Department of Procurement Services at (804) 646-5989 prior to the solicitation due date. Questions concerning requirements must be brought to the attention of the Contracting Officer responsible for this solicitation **at least ten business days prior to the solicitation closing date.**

RFP No.: _____ Service: _____

The undersigned firm declines to submit an offer on the RFP for the following reasons:

- ☐ Unable to meet statement of needs
- ☐ Requirements are unclear or restrictive (explain in remarks)
- ☐ Unable to meet required delivery or performance date
- ☐ Unable to meet insurance requirements
- ☐ Insufficient time to respond to the solicitation
- ☐ Do not offer requested commodity or service, please remove our name from the City of Richmond's bidder's list for this commodity or service only.
- ☐ Other (explain in remarks)

Remarks:

_____

_____

_____

_____

A firm's failure to return completed form may result in the removal from the City of Richmond bidder's list for the commodity or service requested above.

Firm Name: _____

Authorized Representative: _____

Signature: _____

Telephone: _____

Date: _____

STATE CORPORATION COMMISSION FORM

Complete Legal Name of Offeror Firm: _____

Virginia State Corporation Commission registration information. The offeror:

☐ is a corporation or other business entity with the following State Corporation Commission identification number:

_____

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location)

-OR-

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of section 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia

-OR-

☐ has not completed any of the foregoing options but currently has pending before the State Corporation Commission an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow the offeror to submit the State Corporation Commission identification number after the due date for proposals. The offeror shall promptly provide any information the City requires to enable the City to properly evaluate the offeror's request for such a waiver. The City reserves the right to determine in its sole discretion whether to allow such a waiver.

PART I
STATEMENT OF NEEDS

1.0 **Introduction.**

1.1 **Purpose.** The City of Richmond is soliciting proposals to establish a contract through competitive negotiation for the provision of hardware and software for a complete, turnkey body-worn camera and conducting electrical weapon system.

1.2 **Background.** The Police Department is the primary law enforcement agency serving over 222,071 people within 62.5 square miles of jurisdiction within the city of Richmond, Virginia. The Police Department is allocated 750 sworn officer positions and is supported by 170 civilian employees. The men and women of the Police Department are committed to protecting and serving the citizens of the City in a fair, honest, and professional manner. The goal of the Police Department is to provide the best law enforcement possible to its citizens. To that end, the Police Department is seeking to purchase a body-worn camera and conducting electrical weapon system to enable department transparency, accountability, training improvements, and the best possible less-lethal weapon system for both close-quarter and stand-off subject engagement.

1.3 **Pre-Proposal Meeting.** There will be no pre-proposal meeting for this Request for Proposals.

1.4 **Definitions**. The following words and phrases, when used in this Request for Proposals, have the meanings ascribed to them in this section, except where the context clearly indicates that another meaning is intended:

A. **City.** "City" means the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia, acting through its duly authorized representatives.

B. **Contract.** "Contract" means the Goods and Services Contract, a sample of which is attached to this Request for Proposals, together with all Contract Documents referred to therein, awarded to the Contractor as a result of this solicitation.

C. **Contractor.** "Contractor" means the offeror to whom the City awards the Contract.

E. **BWC.** "BWC" means a body worn camera, a wearable audio, video, or photographic recording system used to record events in which police officers or other law enforcement officials are involved.

F. **CEW. "CEW"** means a conducting electrical weapon, a less than lethal weapon designed to cause neuromuscular incapacitation by administering an electric shock through fine wires attached to a pair of darts fired from a gun like device.

F. **BWC/CEW System**. "BWC/CEW System" means the Body Worn Camera, Conducting Electrical Weapon System, and any hardware, software, peripherals and interfaces needed to upload, store, and retrieve video captured by the body warn camera, to a cloud based repository.

G. **Existing Systems.** "Existing Systems" means any computer systems (hardware or software) presently utilized by the City's Department of Police to support core operations including, but not limited to, Windows Server Operating System, Microsoft SQL Server Relational Databases, and Cisco Any Connect Virtual Private Network.

H. **Offeror.** "Offeror" means any person or legal entity that may choose to submit a proposal in response to this solicitation.

I. **Police Department.** "Police Department" means the Department of Police for the City of Richmond.

J. **Program Manager.** "Program Manager" means the City employee identified by the City in writing as the Program Manager.

K. **PSAP.** "PSAP" means the City of Richmond Public Safety Answering Point.

L. **GPS.** "GPS" means a Global Positioning System, a technology which allows users to determine their present location (latitude and longitude) anywhere in the world.

M. **RMS.** "RMS" means a Records Management System used by law enforcement agencies to capture and store criminal incident, history, and investigative data.

N. **CAD.** "CAD" means Computer Aided Dispatch, a system used by the PSAP to dispatch emergency personnel including but not limited to, Police, Fire, and Emergency Medical Services.

2.0 Requirements and Deliverables.

2.1 Body Worn Camera and Conducting Electrical Weapon System Capabilities.

2.1.1 **Generally.** The Contractor shall provide a Body Worn Camera and Conducting Electrical Weapon System that, at a minimum, includes all hardware, software,

installation services, support, data storage, system integration, auditing, GPS, and live streaming that records officer interactions with citizens, as well as offers a less-lethal conducting electrical weapon with both close-quarter range and stand-off range effective deployment.

2.1.2 **Body Worn Camera.**

A. The Contractor shall provide a Body Worn Camera which includes at least the following features and capabilities:

i. **Live Streaming** – Provide the ability to live stream video and audio footage captured by the body worn camera in the course of an encounter.

ii. **Auto Record (Gunshots)** – Provide the ability for the Body Worn Camera to automatically initiate recording upon audio detection of a firearm discharge.

iii. **Auto Record (CEW Deployment)** – Provide the ability for the Body Worn Camera to automatically initiate recording upon deployment of the CEW.

iv. **Auto Record (Fire Arm Deployment)** – Provide the ability for the Body Worn Camera to automatically initiate recording upon removal of the officer's Police Department issued side arm from its holster.

v. **Docking Stations** – The Body Worn Camera shall provide the ability to dock the camera in order to provide battery recharge as well as the ability to upload video/audio to the designated storage location.

vi. **Blue Tooth** – The Body Worn Camera shall provide blue tooth capability for the connection to secondary devices such as smart phones and tablets.

vii. **Meta Data Editing** – The Body Worn Camera shall have the ability to modify certain meta data including video identification, video title, and video category but shall not allow the ability to modify the time and date of a video.

viii. **Redaction Capabilities** – The Body Worn Camera shall have the ability to redact video or meta data elements in accordance with Police Department Guidelines and Policy.

B. The Body Worn Camera must allow for upgrades and expansion to include software and technology updates and the expansion of assigned agency users during the term of this Contract.

2.1.3 **Conducting Electrical Weapon.**

A. The Contractor shall provide a CEW to fulfill less-lethal use of force needs of the department. This system should include both close quarter deployment range of four to seven (4 to 7) feet as well as a stand-off deployment range of

ten to twenty (10 to 20) feet to achieve neuro-muscular incapacitation in order to provide less-lethal options for a variety of use of force incidents.

B. The CEW must include a re-chargeable battery and docking stations. The docking stations must charge the CEW, upload data upon connection, and must integrate firmware updates into the online Body Worn Camera data management system required pursuant to Section 2.8 ("Body Worn Camera Data Management System").

C. The Contractor shall provide a Conducting Electrical Weapon that meets the industry standard for a non-lethal weapon and complies with all state and federal guidelines for CEW manufacturers.

2.1.4 **Mobile Device Notifications.** The Contractor shall provide a BWC system with the ability to send notifications in the form of Email or text messages, or both, to mobile devices, including smart phones and tablets that are connected to the Internet, in the event of the occurrence of pre-defined critical incidents. The notification shall be accompanied by the ability for the receiving user to live stream the incident in question from his/her mobile device.

2.1.5 **Expert Testimony.** The Contractor shall cooperate fully with and shall provide expert testimony to the function and capabilities of the BWC, CEW, and the BWC/CEW System in the event of litigation, or in support of Freedom of Information Act (FOIA) request related to the BWC\CEW System. The City shall have no liability for any cost incurred by the Contractor in providing such cooperation or testimony, or both.

2.1.6 **Reporting.**

A. The Contractor shall provide a BWC/CEW System that allows the City to produce periodic (i.e. weekly, monthly, quarterly, semiannual, and annual) reports as well as ad hoc reports of all data gathered by and maintained in the BWC/CEW System. The BWC/CEW System must create such reports in a variety of non-proprietary formats including, but not limited, to PDF, Microsoft Word, and Microsoft Excel.

B. The Contractor shall maintain a secure cloud storage database for all BWC and CEW incident data and audio/video content gathered by the BWC/CEW System. The Contractor shall provide the City with log-in credentials for no fewer than 600 authorized users to access the secure cloud storage database through a secure internet portal.

C. No less than 30 calendar days after termination or expiration of the Contract, the Contractor shall deliver to the City, on an external hard drive, all BWC and CEW data and video content gathered by the BWC/CEW System in non-proprietary file formats.

2.2 **System Installation.**

A. The Contractor shall install and configure all necessary software (excluding the Existing Systems), interfaces with the Existing Systems, hardware, and equipment required to provide a fully functioning BWC/CEW System that meets all requirements of the Contract.

B. The Contractor shall not damage any City real or personal property during or as a result of any installation of any hardware or equipment related to the BWC/CEW System. The Contractor shall bear all liability and responsibility for any damage, destruction, or loss of any equipment provided by the City as of the Commencement Date or provided by the City after the Commencement Date by or for the City which damage, destruction, or loss arises out of, is caused by, or results from any intentional or negligent act, error, or omission by the Contractor, its officers, its employees, its subcontractors, or its agents during the performance of this Contract.

C. All hardware and equipment provided by the Contractor shall be in new condition, not refurbished, recycled or reconditioned.

D. The installation and configuration of the software for the BWC/CEW System must not interfere with the City's use and operation of the Existing Systems.

E. The Contractor shall use its best efforts to deliver the entire order within ten (10) days after the Commencement Date of this Contract. If the Contractor is unable to deliver the entire order within ten (10) days after the Commencement Date of this Contract, then the Contractor shall provide an initial delivery of at least 450 BWC and 450 CEW no later than ten (10) calendar days after the Commencement Date of this Contract. The Contractor shall fulfill the remainder of the order no later than 60 days after the Commencement Date of this Contract.

2.3 **Maintenance and Support.**

A. Preventative Maintenance. The Contractor shall provide preventative maintenance services, including inspections of hardware and equipment, at least once every six months throughout the term of the Contract to ensure all hardware and equipment provided by the Contractor is calibrated and working properly at all times.

B. System Support. The Contractor shall provide the City with certain telephone, online, and onsite support services throughout the term of the Contract:

1. The Contractor shall provide technical support through a telephone hot line that allows the City to report system problems and submit requests

for assistance. Such technical support and assistance shall be available 24 hours a day, seven days a week, and 365 calendar days a year.

2. The Contractor shall provide technical support and troubleshooting assistance for performance of the BWC/CEW System through an online support portal. Such technical support and assistance shall be available 24 hours a day, seven days a week, and 365 calendar days a year
3. The Contractor shall identify a contact person or persons to provide assistance in the event that the telephone hot line or online support portal is not available or is unable to resolve the issue. The Contractor shall provide the City's Department of Police Program Manager with the contact information, including phone numbers and email addresses, of the personnel responsible for providing such assistance and support to the City.
4. The Contractor shall assign a tracking number to uniquely identify each request for support submitted by the City whether the request was submitted by telephone, online, or by email.
5. The Contractor shall respond to a request for support from the City no later than three hours after the submission of the request from the City whether submitted by telephone, online, or email.
6. The Contractor shall provide onsite support services to the City no later than 24 hours after the City's submission of a request for onsite support services. Any travel expenses incurred by Contractor in the course of performing services must be pre-approved by the City and shall be reimbursed only in accordance with the City's travel procedures as set forth in the City's Administrative Regulation 6.4.

C. Service Level Agreements. The Contractor shall make the BWC/CEW System available to the City pursuant to this Contract with an uptime of not less than 99.5% (resulting in an average downtime of not more than 3 hours and 36 minutes per 30 day period). The uptimes and downtimes shall not apply to the extent any performance or availability issues are attributable to the acts or omissions of the City. In the event of a scheduled or unscheduled system outage, the Contractor shall provide notice in the following manners: (i) telephone call, (ii) text\sms, and (iii) email to the City's Department of Police Body Camera Unit within 30 minutes following commencement of the outage and immediately upon restoration of access to the Body Worn Camera Data Management System.

D. System Updates and Upgrades. At no cost to the City, the Contractor shall provide the City with all updates and upgrades to the BWC/CEW System and Body Worn Camera Data Management System required pursuant to Section 2.8 as they become available to the general market. The Contractor shall install and configure any such updates and upgrades. Additionally, the Contractor shall provide updates and upgrades to the BWC/CEW System and Body Worn Camera Data Management System required pursuant to Section 2.8 as required to maintain compatibility with the Existing Systems.

E. Replacement Hardware. The Contractor shall provide the City with replacement hardware and equipment meeting the requirements of subsection (D) of section 2.2 ("System Installation") in the event any hardware or equipment for the BWC/CEW System becomes inoperable or defective during the term of the Contract.

F. Warranty: The Contractor shall warrant the operation of all software and hardware products for a period of 12 months from the Commencement Date.

2.4 **Training.**

A. At a minimum, the Contractor shall provide training meeting the following requirements to the City:

1. The Contractor shall provide training on the operations of the BWC and CEW equipment no later than 14 calendar days after the Commencement Date.
2. The Contractor shall provide training and access to training materials for a minimum of 20 City employees related to any upgrades, updates, enhancements, and new system configurations of the BWC/CEW System. Such training shall be provided no later than 60 calendar days after the updates, enhancements, and new configurations become available to the City.
3. If requested by the City, the Contractor shall provide ongoing training for City employees regarding the use of the BWC/CEW System up to four times per year.
4. The Contractor shall provide one general training of the use of the BWC/CEW System annually for City staff.

B. The Contractor shall provide the City with access to updated system user guides as they become available and online training sessions related to system configuration and functionality.

C. Prior to the Contractor providing any training, the Contractor must receive the City's written approval of the training proposed by the Contractor and the date, time, and location of the training.

2.5 **Informational Materials.** The Contractor shall provide the City with educational materials, including but not limited to, materials available for display on television, radio, print media, or social media accounts, for the purpose of educating citizens and visitors of the City about the BWC, CEW, and BWC/CEW System.

2.6 **Project Plan.**

A. The City will designate a Program Manager to act as the City's representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the

City's policies and decisions with respect to the Contract. This individual does not have authority to modify this Contract or to commit the City to any expenditures.

B. The Contractor shall develop a written project plan with assistance from the Program Manager.

C. The Contractor's written project plan must include:

1. A proposed schedule for the completion of the requirements set forth in sections 2.2 ("System Installation") and 2.5 ("Informational Materials");

2. A proposed schedule of meetings with the City regarding the completion of services required to be provided in sections 2.8.9 ("Mobile Capabilities") and 2.8.4 ("CAD Integration") of the Statement of Needs;

3. A proposed preventative maintenance schedule meeting the requirements of section 2.3(A) ("Preventative Maintenance") of the Statement of Needs;

4. A proposed training schedule for initial system training as well as recurring training meeting the requirements of section 2.4 ("Training"); and

D. The Contractor shall provide the City with the draft project plan meeting the requirements of this section 2.6 ("Project Plan") no later than 14 calendar days following the Commencement Date of the Contract. The City may provide comments or request changes to the draft project plan and the Contractor shall continue to revise the project plan to address those comments or requested changes until the project plan is approved by the Program Manager in writing.

E. The Contractor shall adhere to the schedule set forth in the project plan as approved by the Program Manager.

F. In the event the Contractor cannot meet the schedule included in the project plan as approved by the Program Manager, the Contractor may request the City's approval of a revised project plan. However, until the Contractor receives the written approval of any revised project plan, the Contractor shall adhere to the project plan previously approved by the Program Manager.

2.7 **Cooperation by the Contractor.** The Contractor shall work professionally and courteously with the City and any contractors utilized by the City.

2.8 **Body Worn Camera Data Management System.** The Contractor shall provide a data management system to store video captured by the Body Worn Camera and that includes at least the following features and capabilities:

2.8.1 The data management system shall enable the City to search the repository for saved video, provide meta data edits, and video redaction or deletion, or both.

2.8.2 **Video Categorization.** The Contractor shall provide the ability for categorization of video captured on the BWC and uploaded to the data management system. These categories shall be evidentiary or non-evidentiary.

2.8.3 **Access rights.** The Body Worn Camera Data Management System shall provide the ability to manage access rights to video captured by the BWC and uploaded to the Body Worn Camera Data Management System.

2.8.4 **RMS/CAD Integration.** The Body Worn Camera Data Management System shall integrate with the City's CAD system for the purposes of auto-populating CAD numbers to videos.

2.8.5 **Policy Compliance.** The Body Worn Camera Data Management System shall integrate with the Existing Systems and can be audited by the City.

2.8.6 **Storage, Playback, and Redaction.** The Body Worn Camera Data Management System shall have an unlimited online cloud-based storage system to enable playback of videos after upload and the ability to live stream or view videos not yet downloaded on a secondary pairing device connected to the BWC via Bluetooth capability. The Body Worn Camera Data Management System must have redaction capabilities with the capability of auto-redaction to alleviate time consuming frame by frame redaction of evidentiary videos.

2.8.7 **Mobile Capabilities.** The Contractor shall provide a Body Worn Camera Data Management System with all necessary interfaces to the Existing Systems on the City's police officer mobile data computers or personal smart phone devices for the purposes of data management and live view.

2.8.8 **Access.** Video captured by the BWC and uploaded to the Body Worn Camera Data Management System shall be made available to the City for both law enforcement and legal purposes.

3.0 **Proposal Contents.** The proposal must include all of the information set forth in this section and be organized as set forth in this section. In addition to the original, the offeror shall submit (i) eight (8) of complete, bound paper copies of its proposal and (ii) electronic copies in a portable document format readable by the Adobe Reader program and in a Microsoft Word format that can be searched and edited.

3.1 **Tab 1 – SIGNED FORMS.** This tab should include the completed and signed Signature Sheet, Addenda Acknowledgement, State Corporation Commission Form, and Office of Minority Business Development Forms included with this Request for Proposals.

3.2 **Tab 2 – EXPERIENCE.** This tab should include information explaining the Offeror's qualifications, including a description of the Offeror's experience in providing the services required by this Request for Proposals for entities similar to the City, and a brief

history of the Offeror's experience providing the services required by this Request for Proposals."

3.3 **TAB 3 – OFFEROR HISTORY.** This tab should include a comprehensive narrative history of the Offeror's firm. This tab should explain the size of the firm, including years in business, office location, and legal structure.

3.4 **TAB 4 – PROJECT APPROACH.** This section shall address the Offeror's proposed project approach including detailed descriptions of how the Offeror proposes to meet each requirement of this Statement of Needs including, but not limited to, the following information and materials:

A. The Offeror shall include a detailed description of the body worn camera system and a conducting electrical weapon system to be provided, including a description of the features and capabilities required by this Request for Proposal.

B. Explain the Offeror's proposed process for meeting the requirements of section 2.2 ("System Installation"), noting any incompatibilities.

C. Explain how the Offeror proposes to meet the requirements of section 2.3 ("Maintenance and Support") and provide screenshots of the Offeror's online support request submission options.

D. Explain how the Offeror proposes to meet the requirements of section 2.4 ("Training") and provide sample training materials prepared by the Offeror for a past project.

E. Provide sample informational materials meeting the requirements of section 2.5 ("Informational Materials") prepared by the Offeror for a past project.

F. Provide an example of the reports required by section 2.1.6 ("Reporting").

G. Explain how the Offeror proposes to meet the requirements of section 2.6 ("Project Plan"). Provide a sample project plan meeting the requirements of section 2.6 ("Project Plan") completed by the Offeror for a past project.

H. Provide a detailed description of Offeror's proposed quality assurance procedures for verifying that the BWC/CEW System is operating accurately and as intended.

3.5 **TAB 5– REFERENCES.** This tab should include the names, mailing and electronic addresses, and telephone numbers of a minimum of five organizational clients of a similar nature to the City with whom the Offeror has contracted to provide similar items to those solicited by this Request for Proposals. This tab should briefly identify the services performed. The tab must also include an affirmative statement that the Offeror grants its consent for the City to contact the Offeror's references for purposes of evaluating the

Offeror and acknowledges that any information obtained from the Offeror's references will not be disclosed to the Offeror.

3.6 **TAB 6 KEY PERSONNEL.** This tab must include the résumés or curriculum vitae of the Offeror's key staff members. It should identify the specific employees assigned to provide the services solicited by this Request for Proposals. For each person identified by the Offeror, this tab must include the following information:

A. Name and title
B. Office location and city of residence
C. Project responsibilities and roles
D. Years having these responsibilities/roles with Offeror
E. Educational background
F. Professional registrations and memberships, if applicable
G. Years of relevant experience

3.7 **TAB 7 – EXECUTIVE SUMMARY.** This tab shall provide a brief summary of the proposal's contents, emphasizing any unique aspects or strengths of the proposal and concisely stating the Offeror's understanding of the scope of the services required by this Request for Proposals. The Executive Summary shall not exceed three pages.

3.8 **TAB 8 – SUBCONTRACTING.** This tab must identify any of the required services that the Offeror intends to subcontract, and provide the following information:

A. Reasons for subcontracting
B. Proposed subcontractor responsibilities
C. Identity of proposed subcontractors, including the subcontractor's location, relevant personnel and experience, previous use by Offeror as a subcontractor, and any other relevant supporting information

3.9 **TAB 9 – PRICE PROPOSAL.** This tab should include the Offeror's cost proposal in the form of the attached Pricing Sheet (Attachment A), to provide all services required by this Request for Proposals. All system components and services set forth in this Statement of Needs should be detailed including an itemized price for each item with references to the section numbers within the Statement of Needs to which the itemized price relates. Offerors should include pricing for an unlimited data storage option. If the Offeror does not provide an unlimited data storage option, the Offeror should include pricing for each data storage capacity threshold offered. The price for all system components and services set forth in this Statement of Needs shall be payable on an annual basis.

4.0 **Evaluation Criteria.** The Evaluation Committee will use the following evaluation criteria in ranking and selecting offerors for negotiation pursuant to this Request for Proposals:

	Available Points
A. Experience and Qualifications	**15 Pts.**
B. Offeror's Approach and Compliance with Requirements	**25 Pts.**
C. Cost (allowed by City Code § 21-67(e))	**20 Pts.**
D. Accessibility (required by City Code § 21-69)	**10 Pts.**
E. MBE / ESB Commitment In accordance with City Code § 21-67(e), this criterion considers the offeror's "good faith minority business enterprise and emerging small business participation efforts" as defined in City Code § 21-4. Pursuant to City Code § 21-67(e), an offeror must receive at least 15 points under this criteria in order to be selected for negotiations, unless granted a waiver by the Chief Administrative Officer. The MBE/ESB participation goal for this contract is **0%**. See sections 2.4 of the Instructions to Offerors and 2.6.2 and 3.9 of the General Terms and Conditions for the MBE/ESB provisions.	**30** Pts.
Total Available Evaluation Points	**100 Pts.**

END OF STATEMENT OF NEEDS

PART II
INSTRUCTIONS TO OFFERORS

1.0 **Interpretations.**

1.1 **Incorporation of City Policies and Procedures.** This Request for Proposals is subject to the provisions of Chapter 21 of the Code of the City of Richmond, as amended, and the Policies and Procedures of the Department of Procurement Services, as amended, which are hereby expressly incorporated into this Request for Proposals by reference. Offerors may inspect copies of these documents at the City's website, www.RichmondGov.com.

1.2 **Explanations to Offerors.**

1.2.1 **Inquiry.** All inquiries requesting clarification of this Request for Proposals should be made in writing no later than ten business days prior to the closing date to the Contracting Officer identified on the cover sheet of this Request for Proposals. If submitting an inquiry by electronic mail or facsimile transmission, the offeror should notify the Contracting Officer by telephone that the person is sending the inquiry by that means. All inquiries should clearly state the number of this Request for Proposals. Because each offeror may have different needs for information, that offeror must make whatever inquiries it deems necessary in order to respond to the Request for Proposals. Inquiries that the Contracting Officer determines to be pertinent to all solicited contractors will be answered by addenda to all solicited firms.

1.2.2 **Form of Explanation.** No oral explanation in regard to the meaning of this Request for Proposals will be made and no oral instructions will be given before the award of the contract. Any explanation, interpretation or modification of the Request for Proposals that is pertinent to all solicited offerors will be made only by an addendum duly issued by the City, a copy of which will be mailed or delivered to each offeror known to have received the Request for Proposals. The City shall not be responsible for any other explanations or interpretations anyone presumes to make on behalf of the City before the expiration of the ultimate time set for the receipt of proposals.

1.2.3 **Addenda.** From time to time, addenda may be issued that will provide clarifications or supplemental information about the Request for Proposals documents. All firms receiving Request for Proposals documents issued by the City will be provided copies of addenda. If an offeror fails to acknowledge any addendum that (i) has a material effect on the proposal (i.e., that relates to price, quantity, quality or delivery) and (ii) is not merely administrative, the City may consider that offeror's proposal incomplete, and the proposal thus may be rejected or receive a lower score in the evaluation process. The offeror shall acknowledge receipt of all addenda as part of its proposal and on the form provided for that purpose by the City. The offeror shall be solely responsible for verifying the existence of all addenda items.

1.3 **No Contact Policy.** Any contact with any City officer, employee, agent, or other representative concerning this Request for Proposals other than that outlined in section 1.2

("Explanation to Offerors") above is prohibited. Any such unauthorized contact may disqualify the offeror from this procurement.

1.4 **Other Documents.** The Statement of Needs, the General Terms and Conditions, and any Special Terms and Conditions attached to this Request for Proposals are hereby expressly made a part of and incorporated into this Request for Proposals. The General Terms and Conditions and any Special Terms and Conditions shall be a part of any contract that results from this Request for Proposals. This Request for Proposals also includes a sample of the City's form contract as an attachment. All conditions contained in this attached contract are hereby expressly made a part of and incorporated into this Request for Proposals.

1.5 **Disqualification Due to Participation in Preparation of Solicitation.**

1.5.1 **Prohibition.** City Code § 21-281(a) prohibits any person who, for compensation, prepares a solicitation for or on behalf of the City from submitting a response to that solicitation or any portion thereof.

1.5.2 **Definition.** For purposes of this section 1.5 ("Disqualification Due to Participation in Preparation of Solicitation"), the word "prepares" has the meaning set forth in City Code § 21-281(b) and thus includes but is not limited to the following:

(1) Serving as a director or deputy director of the agency which has initiated the procurement;

(2) Serving as the director of procurement services after the department of procurement services has received information on an agency's intent to procure;

(3) Serving as the procurement manager for the agency which has initiated the procurement;

(4) Serving as the procurement officer in charge of the procurement;

(5) Assisting in the development of specifications for invitations for bids or requests for proposals;

(6) Attending an evaluation committee meeting that is closed to the public;

(7) Voting on or scoring a bid or proposal; or

(8) Any other participation in the procurement process which could lead to unfair advantage.

1.5.3 **Disqualification and Waiver.** Pursuant to City Code § 21-281(c), the Chief Administrative Officer shall make the determination that a person is disqualified from submitting a response to a particular solicitation because of that person's participation in preparing that solicitation.

1.5.4 **No Contact Policy Applicable.** If a person planning to submit a response to a solicitation contacts the Chief Administrative Officer concerning such a disqualification, such person and the person's firm shall be disqualified from responding to the solicitation for violating the City's no contact policy because the person discussed the solicitation with a City representative other than the Contracting Officer responsible for the procurement.

1.5.5 **Appeal of Disqualification.** In accordance with City Code § 21-281(d), any person who has been disqualified pursuant to this section 1.6 ("Disqualification Due to Participation in Preparation of Solicitation") and City Code § 21-281 may appeal the Chief Administrative Officer's determination of disqualification by following the administrative appeals procedure set forth in City Code § 21-168 or by instituting legal action as provided in City Code § 21-169.

2.0 **Preparation of Proposals.**

2.1 **General Requirements.** The proposal must be typed and bound and should be presented as described in the paragraphs that follow. All pages in the proposal must be consecutively numbered. To be considered substantive, the proposal must respond to all requirements of this part of the Request for Proposals. Information supplied must be current and up to date. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If the offeror supplies publications to respond to a requirement, the response must include reference to the document number and page number to provide a quick reference for the evaluation panel. Proposals not providing this reference will be considered to have no reference included in the additional documents. The proposal must include all the information defined below and be organized as set forth in the Statement of Needs.

2.2 **Substantive Nature of Proposals.** Proposals must be substantive. It is not sufficient for the offeror to address the proposal in general terms or in terms other than those outlined in this Request for Proposals. Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's ability to meet the requirements set forth in the Request for Proposals.

2.3 **Authorized Signature.** All proposals must be signed in order to be considered. If the offeror is not an individual or a sole proprietor but rather a corporation or any other type of legal entity, the offeror must show the title of the individual executing the proposal and a resolution or other documentation clearly establishing the authority of the individual to sign the proposal and any subsequent contract.

2.4 **MBE/ESB Participation.** When the City of Richmond establishes a goal for MBE/ESB participation on a city project, all minority and non-minority prime contractors/vendors are required to have MBE/ESB participation.

2.4.1 **Policy.** It is the policy of the City to encourage minority participation on all City contracts. To advance this policy, the City encourages minority participation through subcontracting, joint ventures, or other methods in contracting for services.

2.4.2 **Certification.**

A. All Minority Business Enterprise subcontractors and vendors must be registered with the City of Richmond's Office of Minority Business Development (OMBD) and certified by the Commonwealth of Virginia Department of Minority Business Enterprise or a comparable certifying entity as a Minority Business Enterprise. OMBD reserves the right to accept the certification of other certifying agencies.

B. All Emerging Small Business subcontractors and vendors must be certified by the City of Richmond's Office of Minority Business Development (OMBD).

2.4.3 **Evaluation.**

A. In the proposal evaluation process, up to 30 points will be given to those proposals that have documented past good faith efforts and have proposed MBE/ESB participation that relate to the established goal. All MBE/ESB forms that relate to this matter must be included in the prime contractors/vendors response. All documentation as it relates to past good faith efforts and proposed MBE participation must be submitted on the required forms in order to expedite the evaluation process. We have attached the Participation Commitment and the Current and Past Good Faith Effort forms for completion. The offeror should complete all pertinent MBE/ESB forms or risk forfeiting the 30 points assigned to Minority Business Enterprise and Emerging Small Business participation.

B. The City of Richmond encourages MBE/ESB participation on all City of Richmond contracts. If the City of Richmond waives the setting of goals, it is up to the prime contractor/vendor to determine whether or not they will voluntarily have MBE/ESB participation. Voluntarily committing to MBE/ESB participation allows the prime contractor/vendor to use this commitment as past good faith efforts for credit on future projects that have MBE participation with the City. When presenting MBE/ESB participation, use the forms created by the Office of Minority Business Development (OMBD) (MBE-1, MBE-2 and Good Faith Effort) in order to properly document your participation efforts.

2.5 **Faith-Based Organizations.** The City does not discriminate against faith-based organizations. By signing its proposal, the offeror, if a faith-based organization, agrees that it understands the requirements of City Code § 21-43 (Va. Code § 2.2-4343.1).

2.6 **Licenses, Permits and Fees.** All proposals submitted shall have included in the prices submitted the cost of any business or professional licenses, permits or fees required by the City of Richmond or the Commonwealth of Virginia.

2.7 **Public Inspection of Records.**

2.7.1 **In General.** All proceedings, records, contracts and other public records relating to the procurement transaction that this Request for Proposals concerns shall be open to the inspection of any citizen of the Commonwealth of Virginia or any representative of a media organization with circulation in or that broadcasts in or into the Commonwealth of Virginia in accordance with the Virginia Freedom of Information Act.

2.7.2 **Inspection by Offerors.** Any offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed, but prior to award, except in the event that the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.

2.7.3 **Proprietary Information.** Pursuant to City Code § 21-5(f) (Va. Code § 2.2-4342(F)), trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, provided that the offeror (i) invokes the protections of section 21-5 of the Code of the City of Richmond prior to or upon submission of the data or other materials, (ii) identifies the data or other materials to be protected, and (iii) states the reasons why protection is necessary. Classifying aspects of the proposal that are not trade secrets or proprietary is cause for the City to reject the proposal. Budgets and price quotations are considered public information in proposals submitted to the City. Classifying budgets and price quotations as "proprietary" or "confidential" is cause for the City to reject the proposal.

2.8 **Use of Brand Names.** Where a brand or trade name appears in the Request for Proposals, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If the offeror proposes similar but not identical items, it must furnish full particulars. If no mention is made of any exceptions, it is assumed that the offeror's pricing is for the article mentioned and not an approved equal, and the offeror will be required to deliver the exact article specified. The City shall decide, in its sole discretion, if a proposed equal will be approved.

2.9 **Descriptive Literature.** Each offeror shall submit with its proposal descriptive literature of equipment or supplies that the offeror proposes to furnish if such articles are of a different manufacture than those specified in this Request for Proposals. Should the description furnished in such literature differ from the specifications submitted by the City and should no mention be made to the contrary, the description shall be construed to mean that the offeror proposes to furnish equipment or supplies in accordance with such description and not in accordance with the City's specifications, and the City will evaluate the offeror's proposal accordingly.

2.10 **Exceptions.**

A. An exception is any condition, limitation, qualification, restriction, term, or other deviation from the requirements of the Request for Proposals that is a condition of

the offeror's proposal or that the offeror expects to become part of a contract with the City. Offerors are neither required nor encouraged to take exceptions to the requirements of the Request for Proposals. In some cases, where permitted by law, exceptions may count against an offeror during the evaluation stage or the negotiation stage of the procurement process.

B. The offeror shall state in its proposal each exception, including the page number, the part and section numbers, the specific text at issue, and the nature of the exception, except as follows:

1. If the Request for Proposals is one for "information technology" as defined in Va. Code § 2.2-2006, the offeror shall not state in its proposal any exception to any liability provisions contained in the Request for Proposals. Instead, if the offeror is selected for negotiations, the offeror shall state any exception to any liability provisions contained in the Request for Proposals in writing, including all of the information required by this section, at the beginning of negotiations.

2. If the Request for Proposals is one for architectural or professional engineering services, the offeror shall not state in its proposal any exception to any proposed contractual term or condition unless such term or condition is required by statute, regulation, ordinance, or standards developed pursuant to Va. Code § 2.2-1132 until after the qualified offerors are ranked for negotiations. If the offeror is selected for negotiations, the offeror shall state any exception to any proposed contractual term or condition contained in the Request for Proposals in writing, including all of the information required by this section, at the beginning of negotiations.

C. If the offeror fails, neglects, or refuses to note any exception in the manner and at the time required by this section, the offeror agrees that it shall comply with the Request for Proposals as originally issued and modified by any addenda.

3.0 **Warranties and Representations of Offeror.**

3.1 **Compliance with Request for Proposals Documents.** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that the offeror is in compliance with all terms and conditions of this Request for Proposals.

3.2 **Ethics in Public Contracting** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that (i) it has not violated any provisions of federal law, the Code of Virginia, the Charter of the City of Richmond, or the Code of the City of Richmond, (ii) its proposal is made without any understanding, agreement, or connection with any other person, firm, corporation, or joint venture making a proposal for the same purposes, and is in all respects fair and without collusion or fraud, (iii) it has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with its proposal and (iv) it has not conferred

on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. The offeror further warrants and represents that no officer, employee or other person whose salary is payable in whole or in part by the City is, shall be, or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this proposal, in the performance of the contract, in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof. In addition, the offeror warrants and represents that the provisions of City Code §§ 21-274—21-285 (Va. Code §§ 2.2-4367 2.2-4377) pertaining to offerors, contractors and subcontractors apply to this Request for Proposals and any resulting contract. The offeror agrees that if these warranties and representations are in any respect breached, such breach shall constitute a material breach of any contract that the City may award to the offeror and the offeror shall pay to the City the full price agreed by the City to be paid for the supplies, materials, equipment or services to be furnished under its proposal.

3.3 **Lawful Age and No Others Have Interest.** By signing its proposal in response to this Request for Proposals, the offeror represents that the offeror is of lawful age and that no other person, firm, corporation or joint venture has any interest in this proposal or in the contract proposed to be entered into.

3.4 **No Debts to City.** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that it is not in arrears to the City, upon debt or contract; is not a defaulter, as surety or otherwise, upon any obligation to the City; and has not been delinquent or unfaithful in any former contract with the City.

3.5 **Offeror Not Debarred.** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that neither its organization nor any of its officers, directors, partners or owners is currently barred from bidding on contracts by any agency of the federal government, any agency of the Commonwealth of Virginia, any agency of any other state, or any other public body or agency thereof.

3.6 **No Kickbacks or Conflicts of Interest.** By signing its proposal in response to this Request for Proposals, the offeror represents and warrants that it is in compliance with the provisions of section 2.3 ("Anti-Kickback Provision") of the General Terms and Conditions included with this Request for Proposals and, further, that the offeror's firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City, and that there are no principals, officers, agents, employees, or representatives of the offeror's firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City, pertaining to any and all work or services to be performed as a result of this Request for Proposals and any resulting contract with the City.

3.7 **State Corporation Commission Registration.**

3.7.1 **Generally.** State law requires most business entities to register with the Commonwealth of Virginia's State Corporation Commission to obtain legal authorization to transact business in Virginia. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with the City shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

3.7.2 **Form Required.** Each offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, shall include in its proposal a statement describing why the offeror is not required to be so authorized. Each offeror shall indicate the above information on the State Corporation Commission Form included with the Request for Proposals.

3.7.3 **Warranty.** By signing its proposal in response to this Request for Proposals, the offeror represents and warrants that all information the offeror submits on its completed State Corporation Commission Form is true and complete at the time the offeror submits its proposal and will remain true and complete throughout the duration of any contract between the City and the offeror that results from this Request for Proposals. The offeror agrees that the process by which compliance with Title 13.1 and Title 50 of the Code of Virginia is checked during the solicitation stage (including without limitation the State Corporation Commission Form provided) is streamlined and not definitive, and the City's use and acceptance of such form, or its acceptance of the offeror's statement describing why the offeror was not legally required to be authorized to transact business in the Commonwealth of Virginia, shall not be conclusive of the issue and shall not be relied upon by the offeror as demonstrating compliance.

4.0 **Submission of Proposals.**

4.1 **Copies.** Offerors shall submit an original proposal, clearly identified as such and signed in blue ink by the offeror's contractually binding authority. In addition, offerors shall submit additional copies of their proposals in such number and such electronic and paper formats as may be specified in the Statement of Needs.

4.2 **Labeling.** All proposals must be sealed and labeled (on the outside of the sealed container), with the label displaying the following information:

Proposal for
Request for Proposals No.
Name of offeror

Address of offeror
Receipt and Closing Date:

4.3 **Recipient.** All proposals are to be addressed and delivered by the date and time specified on the Cover Sheet to the Contracting Officer identified on the Cover Sheet.

4.4 **Transmittal Letter.** The proposal should include a transmittal letter that lists the following:

Firm's Name
Firm's Address
Contact Name and Telephone Number
Fax Number and E-mail Address

4.5 **Closing Date.** To be considered, a proposal must arrive at the address set forth in section 4.3 ("Recipient") on or before the time and date set forth on the Cover Sheet to this Request for Proposals. The City will not accept a proposal that is late. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. The offeror shall not make any other distribution of proposals. However, materials or information received from a prospective contractor as result of a request by the Contracting Officer shall not be considered a violation of this section.

4.6 **Multiple Proposals.** An offeror may submit more than one proposal. At least one of the proposals should be complete and should comply with all of the instructions contained in this Request for Proposals. Additional proposals may be in abbreviated form following the same format and providing only the information that is different from that in the complete proposal.

4.7 **Separate Proposals.** Proposals for separate Requests for Proposals shall not be combined on the same form or placed in the same envelope. At its option, the City may decline to consider such proposals.

4.8 **Return of Proposal.** All proposals submitted pursuant to this Request for Proposals will become the property of the City and will not be returned.

5.0 **Evaluation and Selection Process.**

5.1 **Opening.** At the designated time and date, the Department of Procurement Services will open and list the proposals for the record. This is not a public opening. The proposals will then be forwarded to the using agency and evaluation panel to initiate the review and selection process. Proposals received after the date and time specified in section 4.5 ("Closing Date") are late and will be returned unopened at the offeror's expense.

5.2 **Evaluation.** During the evaluation phase, an evaluation panel will review and score the proposals in accordance with the evaluation criteria set forth in the Request for Proposals. Some offerors may be eliminated at this stage. Once the evaluation panel has completed this initial scoring, the evaluation panel may engage in discussions with offerors not eliminated by the initial scoring to clarify specific matters presented in those offerors' proposals.

Discussions may include oral interviews or presentations or written communications as specified in the Request for Proposals or, if not so specified, at the sole discretion of the City. The evaluation panel will use information gained during these discussions together with information presented in the proposal to rank offerors in accordance with the evaluation criteria stated in the Request for Proposals. The evaluation panel reserves the right to visit the premises of the offeror if the evaluation panel determines that it is necessary to do so.

5.3 **Samples.** The offeror shall furnish the City with samples of items, if requested, without charge, upon request and within ten calendar days of such request. The offeror's failure to provide such samples within the specified time frame or to otherwise comply with this section shall be sufficient cause for the City, at its sole option, to reject the offeror's proposal. If not destroyed and upon request at the time of submission, the City will return samples at the offeror's expense.

5.4 **Tests.** The City reserves the right to conduct any test it may deem advisable and to make all evaluations necessary.

5.5 **Negotiation with Offerors.**

5.5.1 **In General.** The City may undertake negotiations with offerors whose proposals show them to be qualified, responsible and capable of performing the work in accordance with the stated criteria.

5.5.2 **Procedure.** Unless the Director of Procurement Services determines that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals, including price if so stated in the Request for Proposals. Negotiations shall then be conducted with each of the offerors so selected. (*See* City Code § 21-67.)

6.0 **Award and Execution of Contract.**

6.1 **Award.**

6.1.1 **In General.** The City will make the award to the responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in this Request for Proposals.

6.1.2 **Multiple Awards.** The City reserves the right to make awards under this Request for Proposals to more than one offeror if the City determines that doing so is in the best interests of the City. If the City makes multiple awards under this Request for Proposals, each contract awarded will specify the portion of the scope of services awarded to that offeror.

6.2 **Rejection of Proposals.** The City reserves the right to reject any or all proposals, in whole or in part, and to delete items prior to making the award, whenever it is deemed in the sole opinion of the City to be in its best interest.

6.3 **Nondiscrimination in Award.** The City shall not discriminate against any offeror in the solicitation or award of a contract based on this Request for Proposals because of race, religion, color, sex, national origin, age, disability, faith-based organizational status or any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the using agency has made a written determination that employing ex-offenders on the specific contract is not in its best interest.

6.4 **Notice of Award.** A contract is awarded only when the Director of Procurement Services signs the contract. The Contracting Officer may provide notice of the City's decision to award a contract prior to award of that contract by posting a notice of intent to award on the website of the Department of Procurement Services. A notice of intent to award means that the City intends to award the contract to the offeror named in the notice ten calendar days after the notice is posted. Offerors are responsible for monitoring the website of the Department of Procurement Services for content posted thereon.

6.5 **Contractual Obligation.** The proposal submitted by the selected contractor and this Request for Proposals shall become an attachment to the contract signed by the City and the selected offeror. Price quotations and other time-dependent information contained in proposals should be valid for a minimum of 90 days from the closing date of this Request for Proposals. The City may undertake negotiations with offerors whose proposals show them to be qualified, responsible and capable of performing the work in accordance with the stated criteria. The City shall not be liable for any costs incurred by offerors in connection with the preparation or submission of proposals and related materials or negotiations.

6.6 **When Contractual Obligation Arises.** No contract shall result from the submission of any proposal and no liability shall accrue with respect thereto until a written contract and any other necessary documents have been fully and completely executed by both the successful offeror and the City.

6.7 **Contract Execution Requirements.** Upon notice of the award of a contract pursuant to this Request for Proposals, the successful offeror shall sign the final contract document, a sample of which is included with this Request for Proposals, upon receipt thereof from the Contracting Officer, register in the City's online Supplier Portal, and furnish the insurance documents required by the General Terms and Conditions included with this Request for Proposals. The offeror shall furnish the City with the signed contract and the required insurance documents and must have registered in the City's online Supplier Portal within 15 calendar days after the date of the notice of award or within such further time as the City may allow. Once the City has received the signed contract and insurance documents from the successful offeror, the City's representative will then sign the contract. The signature of the City's representative on the contract constitutes the award of the contract.

END OF INSTRUCTIONS TO OFFERORS

PART III
GENERAL TERMS AND CONDITIONS

1.0 **Duration of Contract.**

1.1 **Commencement and Expiration.** This Contract shall commence on the Commencement Date set forth in the Goods and Services Contract and shall expire 5 years later, unless terminated earlier in accordance with the provisions of this Contract.

1.2 **Extension of Contract.** The City reserves the right to extend the Contract for any reason for a period or periods up to but not to exceed 12 months. This extension clause may be exercised when the City determines that an extension of the Contract is advantageous to the City. Any extension beyond 12 months will be subject to section 1.3 ("Renewal"). This provision in no way affects or alters the ability of the City to renew the Contract consistent with section 1.3 ("Renewal"). If it is then decided to renew the Contract, the renewal date will commence on the day following the last day of the contract extension.

1.3 **Renewal.** The City may, at its sole option, renew this Contract for up to 1 one-year renewal term by furnishing the Contractor with written notice of its decision to renew the Contract at least 60 calendar days before the expiration of the preceding term.

2.0 **Contractor Responsibilities.**

2.1 **Independent Contractor.** The Contractor shall provide the services required under this Contract as an independent contractor.

2.2 **Advertising.** The Contractor shall not use any indication of its services to the City for commercial or advertising purposes. However, the Contractor may list the City as a reference account for prospective customers.

2.3 **Anti-Kickback Provision.** The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to annul or void this Contract without liability or, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2.4 **Century Compliance.** The Contractor warrants that the hardware, software and firmware products, provided for use by the City or used by the Contractor to provide any service or commodity that is the subject of this Contract, individually and in

combination, shall successfully process, store and perform calculations with dates regardless of the century in which the dates occur.

2.5 **Compliance with Laws.** The Contractor shall comply with the provisions of any statutes, ordinances, rules, regulations, or other laws enacted or otherwise made effective by any local, state, or federal governmental entity which may be applicable to the performance of this Contract and shall obtain all necessary licenses and permits thereunder.

2.6 **Contractor Misrepresentation.**

2.6.1 **In General.** If the Contractor knowingly makes a material misrepresentation in submitting information to the City, such misrepresentation will be sufficient grounds for rescinding the award of this Contract.

2.6.2 **MBE/ESB Participation.** By issuing the Request for Proposals, the City intends that MBE / ESB participation proposed as part of any proposal in response hereto be binding on the Contractor. Consequently, if the Contractor falsely representing proposed MBE/ESB participation, or failing to comply with proposed participation, may be in breach of contract. Upon determination of a breach, the City shall have all available remedies for breach of contract, which may include, but is not limited to, one or more of the following: (i) forfeiture, (ii) investigation, and (iii) debarment.

2.7 **Drug-Free Workplace.**

2.7.1 **Policy.** City Council Resolution No. 2000-R197-191 prohibits the City from contracting with any contractor that fails to comply with this policy. The Contractor certifies that it has taken and will continue to take appropriate and effective action to (i) educate its employees about the dangers of drug abuse in the workplace, (ii) provide its employees with effective drug counseling, rehabilitation and employee assistance programs, any or all, (iii) discipline employees who violate the requirement of a drug-free workplace, and (iv) minimize, to the greatest extent possible, the risks of drugs entering the workplace. The Contractor is also prohibited from contracting with any other party that fails to comply with this policy. Failure by the Contractor or its subcontractor to comply with the provisions outlined above will be cause for termination of the Contract.

2.7.2 **Contractor's Plan.** The Contractor shall implement and maintain a Drug-Free Workplace Plan specific to the services and work covered by this Contract that is implemented and effectively used throughout the duration of this Contract to accomplish the requirements of section 2.7.1 ("Policy") above.

2.8 **Human Rights.**

2.8.1 **Civil Rights Act Compliance.** During the performance of this Contract, the Contractor agrees, pursuant to Resolution No. 74-R8-11 adopted February 25, 1974 by the Council

of the City of Richmond, to comply fully with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

The essence of this requirement is found in the United States Code Annotated, Title 42, Section 2000e-2, which states in part:

> "a. It shall be an unlawful employment practice for an employer:
>
> (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or
>
> (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex or national origin."

By entering into this Contract, the Contractor certifies that it has complied with Titles VI and VII of the Civil Rights Act of 1964, as amended.

2.8.2 **Richmond City Code Compliance.** Pursuant to section 21-70 of the Code of the City of Richmond (2004), as amended:

(a) During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.

(3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

(b) During the performance of this Contract, the Contractor shall include the provisions of subsection (1) of the section in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

2.9 **Intellectual Property.** The Contractor represents and warrants that all goods and services that it will furnish under this Contract do not and will not infringe on any valid copyright, patent, service mark or trademark. The Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Contractor or used by the Contractor in the performance of its services. The Contractor shall defend, hold harmless and indemnify the City from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

2.10 **Personnel.** The Contractor shall not replace a person indicated in the Contractor's proposal as being assigned to perform services under this Contract for the City except in accordance with the provisions of this section. If the Contractor wishes to replace such a person, the Contractor shall provide the contract administrator of the City with a résumé of any proposed substitute, the opportunity to interview the proposed substitute and an explanation of the reason the substitution is necessary. The contract administrator of the City will only approve such a substitution when, in their opinion, the proposed substitute has equal or greater qualifications and experience than the person replaced.

2.11 **Property of Work.**

2.11.1 **Work Product.** Any material, report or product, whether in electronic or paper form, that results from the execution of this Contract shall be the sole property of the City. The Contractor shall not copyright any material or reports. Upon request, the Contractor shall turn over all work papers and related documents to the City.

2.11.2 **City Property.** Any data or material with which the City furnishes the Contractor shall remain the property of the City. When it no longer needs such data or material for its performance of this Contract, the Contractor shall return such data or material to the City or destroy such data or material using a method approved by the City.

3.0 **Payment.**

3.1 **Basis.** The City shall pay the Contractor for all goods delivered and services performed under this Contract in accordance with the pricing provisions set forth in the Contract Documents.

3.2 **Schedule.** The Contractor shall invoice the City on a schedule in accordance with the Contract Documents.

3.3 **Terms.** The City shall pay the Contractor as follows: Net 45 days.

3.4 **Subject-to-Appropriations.** All payments and other performance by the City under this Contract are subject to annual appropriations by the City Council; consequently, this Contract shall bind the City only to the extent that the City Council appropriates sufficient funds for the City to perform its obligations hereunder.

3.5 **When City Obligated to Pay.** The City shall not be obligated to purchase or pay for any goods or services covered by this Contract unless and until they are ordered and either delivered or performed, as the case may be.

3.6 **Offset Clause.** Pursuant to the Richmond City Charter, the City may withhold the payment of any claim or demand by any person, firm or corporation against the City until any delinquent indebtedness or other liability due the City from such person, firm or corporation shall first have been settled and adjusted.

3.7 **Taxes.** All prices shall be submitted exclusive of direct Federal, State and Local Taxes. The City shall not be liable for the payment of any taxes levied by any local, state, or federal governmental entity against the Contractor, and the Contractor shall pay all such taxes; furthermore, should the City nevertheless pay any such taxes, the Contractor shall reimburse the City therefor.

3.8 **Invoices.** The Contractor shall submit invoices that include a unique invoice number, the applicable City purchase order number, and the Contractor's federal Taxpayer Identification Number. All invoices submitted by the Contractor must set forth each item billed in sufficient detail to enable the City to ensure that the item was ordered and corresponds with the contract price for such item. If the Contractor does not include all of the required information on the invoice, the City may reject and return the invoice unpaid. The Contractor shall submit the original invoice to the City's Department of Finance at either:

accountspayable@richmondgov.com

or

City of Richmond
Accounts Payable
900 East Broad Street
Richmond, VA 23219.

The City prefers that the original invoice be sent to the above electronic mail address to facilitate timely payment. The Contractor shall submit a duplicate invoice to the attention of the "Requester" identified on the purchase order at the "Ship To" address identified on the purchase order.

3.9 **MBE/ESB Participation—Reporting Requirement.** In cases where the Contractor uses a minority subcontractor or vendor, it shall indicate the percentage of the invoiced amount that such minority subcontractor or vendor performed on the MBE-3 form

available on the City's website. The Contractor shall submit this form directly to the Office of Minority Business Development. The Contractor may contact the City's Office of Minority Business Development at (804) 646-3985 for questions or clarifications on the reporting policy. At the end of its performance of this Contract, the Contractor shall submit a summary in a format designated by the City of all payments made to minority subcontractors or contractors.

3.10 **Payment by ACH.** The Contractor agrees that the City may make all payments to the Contractor, at the option of the City, of any or all amounts due under this Contract through the Automated Clearing House network.

4.0 **Indemnification and Insurance.**

4.1 **Indemnification.** The Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses (including court costs and reasonable attorneys' fees) arising from any material default or breach by the Contractor of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Contractor, its officers, agents and employees. Further, the Contractor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its subcontractors, its agents or its employees under or in connection with this Contract. The Contractor shall hold harmless and indemnify the City, and its agents, volunteers, servants, employees, and officers from and against any and all claims, losses or expenses, including but not limited to court costs and attorneys' fees, which any of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. The Contractor shall, upon written demand by the City, assume and defend at the Contractor's sole expense any and all such claims or legal actions.

4.2 **Insurance.** The Contractor shall provide and maintain throughout the life of this Contract insurance in the kinds and amounts specified in this section with an insurer licensed to transact insurance business in the Commonwealth of Virginia. Each insurance policy, endorsement and certificate of insurance shall be signed by duly authorized representatives of such insurers and shall be countersigned by duly authorized local agents of such insurers.

4.2.1 **Costs and Premiums.** The Contractor shall pay all premiums and other costs of such insurance. The consideration paid or to be paid to the Contractor for the performance of the Contract includes the premiums and other costs of such insurance, and neither the City shall be responsible therefor.

4.2.2 **Policy Requirements.** All insurance contracts and policies shall provide, or be endorsed to provide, as follows:

(i) Subrogation against the City shall be waived.

(ii) The City, and its officers, employees, agents and volunteers shall be listed as an additional insured, except for Workers Compensation and Professional Liability.

(iii) Coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days' written notice to the City.

(iv) The insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies.

No insurance contract or policy shall be expanded to afford coverage which is greater than the maximum coverage approved for writing in the Commonwealth of Virginia.

4.2.3 **Evidence to Be Furnished.**

4.2.3.1 **Endorsements.** The Contractor shall furnish the City with a copy of the policy endorsement listing the City, and its officers, employees, agents and volunteers as an additional insured for each policy, other than Workers Compensation and Professional Liability, required under this section 4.2 ("Insurance"). The Contractor shall furnish the City with copies of such other endorsements as may be required under this Contract upon request by the City therefor.

4.2.3.2 **Certificates of Insurance.** The Contractor shall furnish the City with a certificate of insurance evidencing the above coverage, indicating that the City, and its officers, employees, agents and volunteers are listed as additional insured for each policy, other than Workers Compensation and Professional Liability, and that the coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days' written notice to the City. All certificates of insurance shall show the Contract Number assigned to this Contract by the City.

4.2.3.3 **Contracts and Policies.** The Contractor is not required to furnish the City with copies of insurance contracts or policies required by this section 4.2 ("Insurance") unless requested at any time by the City's Director of Procurement Services.

4.2.4 **Schedule of Coverage.** The Contractor shall provide and maintain the following types of insurance in accordance with the requirements of this section 4.2 ("Insurance"):

(i) Commercial General Liability Insurance with a combined limit of not less than $1,000,000 per occurrence.

(ii) Automobile Liability Insurance with a combined limit of not less than $1,000,000 per occurrence.

(iii) Statutory Workers' Compensation and Employers' Liability Insurance with the Alternate Employer Endorsement WC 000301.

(iv) Either (a) for professional services, Professional Liability Insurance with limits of not less than $1,000,000 per claim, or (b) for non-professional services, Errors and Omissions Insurance with limits of not less than $1,000,000 per occurrence.

5.0 **Assignment, Delegation and Subcontracting.**

5.1 **By City.** The City may assign their rights or delegate their duties, in whole or in part, under this Contract by written notice delivered to the Contractor. Such transfer of rights or duties shall take effect upon the date specified in the notice or upon the assumption, if necessary, of the delegated duties by the assignee, whichever is later.

5.2 **By Contractor.** The Contractor shall not assign its rights or delegate its duties, or any part thereof, under this Contract without the prior written consent of the City. Further, the Contractor shall not assign, sublet or transfer its interest or any part thereof in this Contract by means or as part of any sale, merger, consolidation, assignment or any other event that would result in new or different ownership, control, operation or administration of the Contractor's business affairs without the prior written consent of the City.

5.3 **Subcontracting.** This Contract shall not be subcontracted without the prior written approval of the City's Director of Procurement Services.

6.0 **Remedies and Termination.**

6.1 **Default.** In case of default of the Contractor or if the Contractor fails to deliver the supplies or services ordered by the time specified, the City, after due notice in writing, may procure them from other sources and hold the Contractor responsible for any excess cost occasioned thereby. This remedy shall be in addition to any other remedies available to the City.

6.2 **Termination with Cause.**

6.2.1 **Notice.** The City may terminate this Contract with cause at any time for the Contractor's failure to perform its obligations under this Contract or to otherwise adhere to the terms and conditions of this Contract by delivery of written notice to the Contractor of the intent of the City to so terminate. Such notice shall be delivered at least seven calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.2.2 **Cure.** If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of this Contract to the satisfaction of the City, indicated in writing to the Contractor, during this seven calendar day period, then the notice of termination with cause shall be deemed null and void.

6.2.3 **Effect.** Upon such termination, the City shall be liable only to the extent of costs which may be reimbursable under this Contract that have been submitted by the Contractor and approved by the City up to the time of termination and only upon delivery to the City of all completed or partially completed work performed by the Contractor. The City shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation.

6.3 **Termination without Cause.**

6.3.1 **Notice.** The City may terminate this Contract without cause by delivery of written notice to the Contractor of the City's intent to so terminate. Such notice must be delivered at least 90 calendar days prior to the date of termination and must otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.3.2 **Effect.** Upon such termination, the City shall be liable only to the extent of any (i) costs which may be reimbursable under this Contract that have been submitted by the Contractor and approved by the City up to the time of termination and (ii) fees to which the Contractor may be entitled under this Contract as a result and only upon delivery to the City of completed or partially completed work. The City shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation. No termination notice will relieve the Contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective date of termination.

6.4 **Termination by Contractor.**

6.4.1 **Notice.** The Contractor may terminate this Contract if the City Council does not appropriate sufficient funds for the City to perform its obligations under this Contract by delivery of written notice to the City of the Contractor's intent to so terminate. Such notice shall be delivered at least 45 calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.4.2 **Cure.** If the City cures the non-appropriation of funds by appropriating sufficient funds during this 45 calendar day period, then the Contractor's notice of termination shall be deemed null and void.

6.4.3 **Effect.** Upon such termination, the Contractor shall have no further obligations under this Contract.

6.5 **Waiver.** The waiver by any party of any term or condition of this Contract shall not be deemed to constitute either a continuing waiver thereof or a waiver of any further or additional right that such party may hold under this Contract.

7.0 **Dispute Resolution.**

7.1 **Governing Law.** All issues and questions concerning the construction, enforcement, interpretation and validity of this Contract, or the rights and obligations of the City and the Contractor in connection with this Contract, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

7.2 **Construction and Interpretation.** Each of the parties has had the opportunity to have its legal counsel review this Contract on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Contract, this Contract will be construed as if drafted jointly by the parties. Neither the form of this Contract, nor any language herein, shall be construed or interpreted in favor of or against any party hereto as the sole drafter thereof.

7.3 **Contractual Claims.**

7.3.1 **Notice and Submission.** The Contractor shall give written notice of its intention to file a contractual claim at the time of the occurrence or the beginning of the work upon which the claim is based. In addition to such notice of its intention to file a claim, the Contractor shall submit all contractual claims, whether for money or other relief, in writing to the City's Director of Procurement Services no later than 60 calendar days after final payment. (*See* City Code § 21-167(a); *see also* Va. Code § 2.2-4363(A).)

7.3.2 **Required Contents of Claim Submission.** The Contractor's claim submission shall (i) set forth the primary, secondary and indirect claim issues in a clear, concise manner, (ii) identify the specific contract provisions, schedule impact and cost consequences related to each claim issue, and (iii) include all factual data supporting the claim as well as all supporting cost and delay data. The City's Director of Procurement Services, in the Director's sole discretion, may return claim submissions lacking any of the elements enumerated in the preceding sentence for resubmission or review the claim as though the missing elements are not factually present to support the claim. Such return of a claim submission shall not toll the 60-day period within which the Contractor must submit a claim.

7.3.3 **Procedures and Time Limit.** The procedures set forth in this section 7.3 ("Contractual Claims") and in City Code § 21-167 shall govern the consideration of contractual claims. The City's Director of Procurement Services shall issue a written decision on a claim no later than 90 calendar days after receipt of such claim in writing from the Contractor. (*See* City Code § 21-167(b); *see also* Va. Code § 2.2-4363(B).)

7.3.4 **No Action before Decision.** The Contractor may not invoke administrative procedures as provided in City Code § 21-168 or institute legal action as provided in City Code § 21-169 prior to receipt of the decision on the claim, unless the City's Director of

Procurement Services fails to render such decision within the 90-day time limit. A failure of the City's Director of Procurement Services to render a final decision within the 90-day time limit shall be deemed a final decision by the City denying the claim. (*See* City Code § 21-167(c); *see also* Va. Code § 2.2-4363(D).)

7.3.5 **Finality of Decision.** The decision of the City's Director of Procurement Services shall be final and conclusive unless the Contractor appeals within 30 calendar days of the date of the final decision on the claim by the Director either as provided in City Code § 21-168 for administrative appeals or, in the alternative, by instituting legal action as provided in City Code § 21-167. (*See* City Code § 21-167(d); *see also* Va. Code § 2.2-4363(E).)

7.3.6 **No Cessation of Performance.** Nothing in this section 7.3 ("Contractual Claims") shall be construed to authorize or permit the Contractor, while pursuing, by any available procedure, an appeal of a contractual claim or dispute, to cease performance of the Contract while such claim or dispute is pending. (*See* City Code § 21-167(e).)

7.4 **Alternative Dispute Resolution.** The City's Director of Procurement Services, with the concurrence of the City Attorney, may agree in writing on behalf of the City to submit particular disputes arising from this Contract to arbitration and to utilize mediation and other alternative dispute resolution procedures; however, any such procedures entered into by the City shall be nonbinding. (*See* City Code § 21-170; *see also* Va. Code § 2.2-4366.)

7.5 **Forum and Venue Choice.** Any and all disputes, claims and causes of action arising out of or in connection with this Contract, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in a federal or state court located in the city of Richmond, Virginia. The Contractor accepts the personal jurisdiction of any court in which an action is brought pursuant to this article for purposes of that action and waives all jurisdiction- and venue-related defenses to the maintenance of such action.

8.0 **Miscellaneous Provisions.**

8.1 **Audit.** The City reserves the right to audit all aspects of this Contract, including but not necessarily limited to (i) the Contractor's financial capability and accounting system, (ii) the basis for progress payments, (iii) the Contractor's compliance with applicable laws and (iv) appropriate vendor records. The City further reserves the right to review, on demand and without notice, all files of the Contractor or any subcontractor or vendor employed by the Contractor to provide services or commodities under this Contract where payments by the City are based on records of time, salaries, materials or actual expenses. The Contractor shall maintain all records subject to audit under this provision locally or in a manner deliverable at the Contractor's expense to a location in the metropolitan Richmond area.

8.2 **Captions.** This Contract includes the captions, headings and titles appearing herein for convenience only, and such captions, headings and titles shall not affect the construal, interpretation or meaning of this Contract.

8.3 **Force Majeure.** If any party is unable to perform its obligations under this Contract due to acts of God or circumstances beyond its reasonable control, such obligations shall be suspended as long as those circumstances persist, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.

8.4 **Merger / Entire Agreement.** This Contract, including the exhibits incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between the City and the Contractor regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the City and the Contractor regarding this Contract's subject matter shall be of any effect.

8.5 **Modification.** This Contract shall not be amended, modified, supplemented, or otherwise changed except in the form of a City Contract Modification signed by the authorized representatives of the City and the Contractor in accordance with the City's Purchasing Policies and Procedures.

8.6 **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Contract, the City and the Contractor hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Contract; (ii) the provisions of this Contract are not intended to be for the benefit of any individual or entity other than the City or the Contractor; (iii) no individual or entity shall obtain any right to make any claim against the City or the Contractor under the provisions of this Contract; and (iv) no provision of this Contract shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Contract.

8.7 **Notices.**

8.7.1 **In General.** Any written notice by any party to the Contract shall be sufficiently given by any one or combination of the following, whichever shall first occur: (i) delivered by hand to the last known business address of the person to whom the notice is due, (ii) delivered by hand to the person's authorized agent, representative or officer wherever they may be found or (iii) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice is effective upon such delivery.

8.7.2 **Address.** All notices to the City shall clearly indicate the Contract Number assigned to this Contract by the City and shall be directed to:

Director of Procurement Services
Department of Procurement Services
City of Richmond
900 East Broad Street, Room 1104
Richmond, Virginia 23219

All notices to the Contractor shall be directed to the contact person stated at the address given in the Contractor's proposal.

END OF GENERAL TERMS AND CONDITIONS

PART IV
SPECIAL TERMS AND CONDITIONS

1.0 **Price Escalation / De-escalation.**

A. The Department of Procurement Services may permit price adjustments for increases or decreases in the Contractor's costs. No price decrease or increase shall exceed the percentage decrease or increase in the Consumer Price Index for All Urban Consumers published by the United States Department of Labor's Bureau of Labor Statistics for the latest 12 months for which statistics are available at the time of the request for a price adjustment.

B. No price increase will be authorized for 365 calendar days after the Commencement Date of the Contract. Price escalation may be permitted only at the end of this period and each 365 calendar days thereafter and only where verified to the satisfaction of the Department of Procurement Services. The Contractor shall give not less than 30 calendar days advance written notice of any proposed price increase to the Department of Procurement Services. Any approved price increase will be effective only at the beginning of the calendar month following the end of the full 30 calendar day notification period.

C. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. The Contractor shall furnish the Department of Procurement Services with documentation for the Contractor's request for a price increase which will (i) verify that the requested price increase is general in scope and not applicable just to the City of Richmond or the Commonwealth of Virginia and (ii) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers.

D. The Department of Procurement Services will notify the using agencies and the Contractor in writing of the effective date of any price adjustment that it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old Contract prices.

ATTACHMENT A

Pricing Sheet
Body Worn Camera and Electric Conducting Weapon

Body Worn Camera

- Body Worn Camera (Unit Price)
- Body Worn Camera Warranty
- Body Worn Camera Uniform Mounting Clips (Unit Cost)
- Body Worn Camera Helmet/Head Mounting Clips (If Applicable)
- Body Worn Camera USB 3 Charging Cables (If applicable)
- Body Worn Camera 6-12 port docking station (Unit Cost)
- Body Worn Camera docking station wall mounting Kit (if applicable)
- Body Worn Camera docking station North American Power Supply (Unit Cost)
- Body Worn Camera Vendor led training (if applicable)

Electric Conducting Weapon (ECW)

- ECW (Unit Cost)
- ECW Warranty
- ECW Holster (Unit Cost)
- ECW Battery Pack (Unit Cost)
- ECW Handle Replacement (Unit cost if not covered by warranty)
- ECW Training Cartridge (Unit/Bulk Costs)
- ECW Duty Cartridge (Unit/Bulk Costs)
- ECW Training Suit (unit cost if applicable)
- ECW Vendor Led Officer Training (If Applicable)

Video Management

- Unlimited Video Storage Pricing (If Applicable)
- Video Storage Pricing and storage limits\thresholds (If Unlimited Plan is not available)
- Video Management License fees (Unit \bulk pricing)
- Video management\editing\redaction software license fees (If separate from Video Management licenses)
- Video Management Support Costs
- Vendor Led Video Management Training Costs (If applicable)

Miscellaneous Items

- Signal Side Arm sensor (Unit Costs if available) Sensor placed on officer side arm that will trigger the Body Worn Camera when the side arm is drawn from its holster
- Body Worn Camera\ ECW Mater Instructor Training (If Applicable)
- BWC\ECW Expert Testimony Costs (If Available)
- BWC\ECW Media Plan\Materials (If Applicable)

ATTACHMENT B

MBE/ESB Forms

MBE/ESB PARTICIPATION FORM (MBE-2)

Minority Business Development
900 East Broad Street
City Hall, 16th Floor, Suite 1603
Richmond, VA 23219
Office: (804) 646 5947
Fax: (804) 646-0136
http://www.RichmondGov.com/MBD

All firms listed in this directory have registered with the City of Richmond as a minority owned business (MBE) or certified as an Emerging Small Business (ESB). It should be noted, that there are MBE businesses listed in this directory that are not certified. Therefore, any prime contractor/vendor desiring to use a registered MBE firm that is not certified, must be aware, that the registered MBE firm has 180 days to get certified or before the completion of the contract, whichever is less, or the prime contractor/vendor risks not receiving credit toward the minority participation goal for the said project.

COMPANY DATA

COMPANY NAME:		**PROJECT NAME/CONTRACT No.**	
CONTACT NAME:	**PHONE #**	**Fax#**	**Email:**
BUSINESS LICENSE No.	**BUSINESS LICENSING JURISDICTION:**	**FED ID NO/SSN**	

PROPOSED PARTICIPATION CODES	A= First, Second, and/or Third Tier Subcontracting B=Supply Purchases C=Joint Venture D= Mentor-Protégé E = Other Credibly Viable Method	ENTER CODES BELOW
OWNERSHIP CODES	1 = African American 2 = Hispanic American 3 = Asian American 4 = American Indian 5 = Other (Specify Below)	

Minority / Emerging Small Business Commitments

	SUBCONTRACTOR NAME / ADDRESS	PHONE / FED ID NO./SSN	SCOPE OF WORK FOR PARTICIPATION IN CONTRACT	DOLLAR AMOUNT / % OF CONTRACT	PARTICIPATION / OWNERSHIP
1	**ABC Co., Inc.** **110 Main Street Anywhere, USA**	**(XXX) 555-5555** **54-XXXXXX**	**Concrete Work** **Other Excavation**	**$20,000** **10%**	**A** **2**
2					
3					
	*IF OWNED TYPE "5 = OTHER" SPECIFY HERE:		**TOTAL DOLLAR AMOUNT**		
	MBE/ESB PROJECT GOAL ESTABLISHED BY THE CITY OF RICHMOND		**TOTAL % OF CONTRACT**		

Bidder and the MBE/ESB agree that the MBE/ESB shall not subcontract or assign any work described herein to another entity without prior written approval of the City of Richmond.

THE UNDERSIGNED HEREBY CERTIFIES THAT S/HE HAS READ THE TERMS OF THIS COMMITMENT AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENT HEREIN SET FORTH.

SIGNATURE OF AUTHORIZED OFFICIAL: **DATE:**

Minority Business Enterprise/Emerging Small Business

Monthly Compliance Monitoring Report

Instructions/Definitions

1. **Vendor Name, Address, Phone No., Federal ID No.-** provide vendor name, address, phone number and include Federal ID number in column.

2. **MBE Paid This Month/Date Paid**- provide amount paid to MBE subcontractor/supplier during current pay application. (Definition of Minority Business Enterprise (MBE)- a business that is at least 51% owned and controlled by minority group members. In case of a publicly owned business, at least 51% of the stock is minority owned and minority group members control the business. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American, or American Indian.
   MBE Paid to Date – provide total amount paid to MBE subcontractor/supplier up to this pay application
   Dollar Value of Subcontract – provide total subcontract dollar amount of original contract agreement. In summary, only work performed by MBE/ESBs counts toward the minority participation goal. Refer to City of Richmond Office of Minority Business Development Policy and Procedures Section 6-1.0 through 6-5.10.

3. **ESB Paid This Month** – provide amount paid to ESB subcontractor/supplier during current pay application. (Definition of Emerging Small Business (ESB) – a business that (1) has been certified by the Office of Minority Business Enterprise for a period of seven years or less, (2) In summary, only work performed by MBE/ESBs counts toward the minority participation goal. Refer to City of Richmond Office of Minority Business Development Policy and Procedures Section 6-1.0 through 6-5.10.
   has annual gross receipts for each of its three fiscal years preceding application for certification of $500,000 or less if engaged in the construction of business or of $250,000 or less if engaged in a non-construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City Business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.
   ESB Paid to Date – provide total amount paid to ESB subcontractor/supplier up to this pay application.
   Dollar Value of Subcontract – provide total subcontract dollar amount of original contact agreement.

4. **NON-MBE/ESB Paid This Month / Date Paid** – provide amount paid to subcontractor/supplier during current pay application.

5. **Subcontract Completed** – did the subcontract work or supplier satisfy the conditions of the contract agreement?

6. **Scope of Work** – describe work or service performed.

7. **Invoices** – include all invoices for all payments.

8. **MBE-3 Report & Invoices** – all MBE-3 forms and invoices can be mailed or emailed to MBD.Compliance@RichmondGov.com

MONTHLY COMPLIANCE REPORT (MBE-3)

Minority Business Development
900 East Broad Street
City Hall, 16th Floor
Richmond, VA 23219
Office: (804) 646-5947
Fax: (804) 646-0136
Email: mbd.compliance@richmondgov.com
http://www.richmondgov.com/MBD

PLEASE ATTACH INVOICES FROM YOUR SUBCONTRACTORS

Contractor/Subcontractor	Sheet of	Month/ Year	Date Submitted to the City of Richmond
Project Name		Contract No.	

Vendor Name Address Phone No./Fed ID No. or SSN	MBE		ESB		NON MBE/ESB		Subcontract Complete		Scope of Work
	Paid This Month	Paid-to-Date	Paid This Month	Paid-to-Date	Paid This Month	Paid-to-Date			
	Date Paid	Subcontract amt.	Date Paid	Subcontract amt.	Date Paid	Subcontract amt.	Yes	No	
ABC Co., Inc. 110 Main Street, Anywhere, USA (XXX) 555-5555 54-XXXXXX	$2,000	$8,000					☐	☐	
	3/01/2008	$30,000							
							☐	☐	
							☐	☐	
							☐	☐	
							☐	☐	
							☐	☐	
							☐	☐	

MBE-ESB-3 Monthly Compliance Report Form – Revised Date 9/1/2015

All firms listed in this directory have registered with the City of Richmond as a minority owned business (MBE) or certified as an Emerging Small Business (ESB). It should be noted, that there are MBE businesses listed in this directory that are not certified. Therefore, any prime contractor/vendor desiring to use a registered MBE firm that is not certified, must be aware, that the registered MBE firm has 180 days to get certified or before the completion of the contract, whichever is less, or the prime contractor/vendor risks not receiving credit toward the minority participation goal for the said project.